

been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR will be identified by CFSA upon the commencement of the contract.
- G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\*\*\*\*END OF SECTION G\*\*\*\***

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 94-2103 (Revision No. 28, dated October 4, 2002) issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

### **H.2 AUDITS, RECORDS, AND RECORD RETENTION**

- H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4** The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.
- H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.4 CONFLICT OF INTEREST**

**H.4.1** No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.4.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**H.5 RESERVED****H.6 CONTRACTOR RESPONSIBILITIES****H.6.1 NO REFUSAL TO PLACE AND PLANNED DISCHARGE**

The Contractor shall accept any child that has been assigned by CFSA immediately for care. In addition, the Contractor shall not discharge any child assigned by CFSA from its care without the written permission of the Contracting Officer.

**H.6.2 ACCEPTANCE – 24-HOUR AVAILABILITY**

The Contractor shall have staff available 24 hours per day, 7 days per week, week for every calendar day of the contract period to accept children that may be assigned by CFSA on an emergency basis.

**H.6.3 TRANSPORTATION**

The Contractor shall provide transportation for all children assigned by CFSA for routine and necessary activities.

**H.6.4 SIGN LANGUAGE INTERPRETER SERVICE**

The Contractor shall provide sign language interpreter services for children requiring the communication of sign language assigned by CFSA.

**H.6.5 FOREIGN LANGUAGE INTERPRETER SERVICES**

The Contractor shall provide foreign language interpreter services for children, as required.

#### **H.6.6 GEOGRAPHICAL PROXIMITY FACTORS**

The Contractor shall have placement capabilities for children assigned by CFSA in the District of Columbia or within 25 miles of the District of Columbia.

#### **H.6.7 EMERGENCY RESPONSE / EMERGENCY PLAN**

The Contractor at a minimum shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA's role.

#### **H.7 RESERVED**

#### **H.8 AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT OF 1973**

The Contractor and any of its subcontractors shall comply with all provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

#### **H.9 RESERVED**

#### **H.10 QUALITY CONTROL**

The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes that include, but are not limited to inspections to ensure that all contract requirements are met.

#### **H.11 PERFORMANCE EVALUATION MEETINGS**

During the performance of this contract, the Contractor's Project Manager will meet weekly with the Contracting Officer's Technical Representative (COTR) at a time and place specified by the COTR. Meetings will be held as often as necessary after the 1st month as determined by the COTR. A mutual effort will be made to resolve all problems identified.

## **H.12 RESERVED**

## **H.13 HIPAA PRIVACY COMPLIANCE**

### **H.13.1 Definitions**

- (a) "Contractor" shall mean the Contractor/Contractor.
- (b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (c) "Designated Record Set" means:
  - 1. A group of records maintained by or for CFSA that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.
- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### **H.13.2 Obligations and Activities of Contractor**

- (a) Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Clause.

(d) Contractor agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(f) Contractor agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.

(h) Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.

(i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Contractor agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **H.13.3 Permitted Uses and Disclosures by Contractor**

(a) Refer to underlying services agreement:

Except as otherwise limited in this Clause, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

(b) Except as otherwise limited in this Clause, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(c) Except as otherwise limited in this Clause, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was

disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Contractor may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### **H.13.4 Obligations of CFSA**

(a) CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

(b) CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

(c) CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

#### **H.13.5 Permissible Requests by CFSA**

CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

#### **H.13.6 Term and Termination**

(a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate the contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;

(2) Immediately terminate the contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in Section H.13.6(c)(2), upon termination of the contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### **H.13.7 Miscellaneous**

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) Survival. The respective rights and obligations of Contractor under Section H-7.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

**\*\*\*\*END OF SECTION H\*\*\*\***

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## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Contractors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

#### **1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

#### **15.2 Mark each sheet of data it wishes to restrict with the following legend:**

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.6 RIGHTS IN DATA**

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.
- (b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to

register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.7 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

#### **I.8 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement (Attachment No. J.3) executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

#### **I.9 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

#### **I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.1.1** Furnish phase-out, phase-in (transition) training; and

**I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

#### **I.11 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

**I.11.1** Contractor shall secure and maintain the insurance policies required in this section. All policies shall be written by insurers which are licensed as regulated insurers by the District of Columbia government and are in good standing under such license, with a rating by the A.M. Best Company of A- or greater, and with a financial class size of VIII or higher, or equivalent ratings from a recognized insurance rating service which the licensing agency has approved in writing.

**I.11.2** Contractor shall secure and maintain, and provide evidence that its staff members who are independent contractors secure and maintain (in the form of certificates complying with D.C. Mun. Regs., Titl. 29, §§ 6221.3, 6316.5, 6316.6, and 6316.7), commercial general liability insurance, containing contractual liability

insurance, insuring the facility as named insured and naming the contracting entity, licensing agency and the District of Columbia government as additional insured, on an occurrence (not claims-made) basis, with per location or per project limits (exclusive of defense costs) of not less than:

**I.11.2.1** One million dollars (\$ 1,000,000) per occurrence for bodily injury or death or property damage, combined single limit;

**I.11.2.2** One million dollars (\$ 1,000,000) per occurrence for personal and advertising injury;

**I.11.2.3** One million dollars (\$1,000,000) per occurrence for products-completed operations; and

**I.11.2.4** Subject to a general aggregate of two million dollars (\$2,000,000) per policy year. All such policies shall be primary coverage and the Contractor's policies shall provide coverage for all staff members excluding independent contractors. Deductibles under commercial general liability insurance policies shall not exceed five thousand dollars (\$5,000.00) per occurrence.

**I.11.3** Contractor shall secure and maintain business automobile policy insurance for owned, non-owned and hired vehicles with a combined single limit (exclusive of defense costs) of not less than one million dollars (\$1,000,000). All such policies shall be primary coverage and shall provide coverage for all staff members. Limits for uninsured and under-insured motorists shall be not less than one million dollars (\$1,000,000). Physical damage deductibles under business automobile policies shall not exceed five thousand dollars (\$5,000.00) per occurrence.

**I.11.4** Contractor shall secure and maintain, and provide evidence that its staff members who are independent contractors secure and maintain:

**I.11.4.1** worker's compensation insurance with statutory worker's compensation limits.;

**I.11.4.2** professional liability insurance with limits (exclusive of defense costs) of not less than one million dollars (\$1,000,000) per occurrence.

**I.11.5** Contractor shall secure and maintain employer's liability insurance with limits of not less than one hundred thousand dollars (\$ 100,000) per accident, five hundred thousand dollars (\$ 500,000) disease policy limit, one hundred thousand dollars (\$ 100,000) disease, each employee. All such policies shall be primary coverage and shall provide coverage for all staff members.

**I.11.6** Contractor shall secure and maintain coverage of the building, improvements, furnishings, fixtures and equipment, inventory and other personal property by broad form ("all-risk") commercial property insurance on a full replacement cost, agreed amount basis, waiving subrogation against the licensing agency, the contracting entity and the District of Columbia government and containing an additional insured endorsement naming the licensing agency, the contracting entity and the District of Columbia government as additional insured. Contractor shall secure and maintain time value insurance coverage for one hundred percent (100%) of the loss of income/extra expense coverage incurred in occurrences covered by the facility's commercial property insurance policy. Deductibles under property insurance policies maintained by the facility shall not exceed five thousand dollars (\$ 5,000.00) per occurrence. All such policies shall be primary coverage. If all or a portion of the above coverages are maintained by the Contractor's landlord, the Contractor shall also provide evidence of the landlord's, which evidence shall include a waiver of subrogation against the licensing agency, the contracting entity and the District of Columbia government.

**I.11.7** Contractor shall secure and maintain excess or umbrella liability insurance with limits of not less than ten million dollars (\$ 10,000,000) per occurrence, subject to a general aggregate of ten million dollars (\$ 10,000,000) per policy year, and self-insured retention of no more ten thousand dollars (\$ 10,000), covering not less than the same liabilities and coverages set forth in D.C. Mun. Regs, Titl. 29, § § 6221 and 6316, in excess of the limits specified in those policies.

**I.11.8** The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contracting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Director  
Child and Family Services Agency  
400 6th Street SW  
Washington, D.C. 20024

Office of the City Administrator  
Attention Risk Management Officer  
441 4th Street, N.W.  
Suite 1150  
Washington, D.C. 20001"

**I.11.9** Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:

**I.11.9.1** The operation of the facility;

**I.11.9.2** Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or

**I.11.9.3** Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors;

whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.

**I.11.9.4** Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

**I.12 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**I.13 PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon Council Approval, In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code 2-301.05(a).

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**\*\*\*\*END OF SECTION I\*\*\*\***

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE**

**The following documents are attached, and incorporated by reference into the RFP and will become incorporated into any resulting contract:**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003 **(Attached)**
- J.2** Wage Determination No. 94-2103 (Revision No. 28 dated October 4, 2002) **(Attached)**
- J.3** First Source Employment Agreement **(Attached)**

**The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:**

- J.4** Certified Cost and Pricing Data Package **(CFSA Budget Package)**
- J.5** Tax Certification Affidavit
- J.6** LSDBE Certification Package
- J.7** E.E.O. Compliance Document

**The following documents are incorporated by reference into the RFP and will become incorporated into any resultant contract.**

- J.8** Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities and Youth Group Homes DCMR Title 29, Chapter 60
- J.9** **RESERVED**
- J.10** LaShawn A. v. Williams Modified Final Order dated November 18, 1993
- J.11** Glossary of Terms for CFSA **(Attached)**
- J.12** Youth Residential Facilities Licensure Act of 1986, D.C. Code Official § 7-2101 *et seq.*
- J.13** Child Abuse and Prevention Treatment Act, 42 U.S.C. § 5101 *et seq.*
- J.14** Prevention of Child Abuse and Neglect Act of 1977, D.C. Official Code § 16-2351-2365
- J.15** Adoption Assistance and Child Welfare Act of 1997, 42 U.S.C. § 620 *et seq.*
- J.16** Adoption and Safe Families Act of 1997, 42 U.S.C. § 1305 *et seq.*
- J.17** Multiethnic Placement Act of 1994, 42 U.S.C. § 1996b

- J.18** Title IV, Part B of the Social Security Act , 42 U.S.C. § 620 *et seq.*
- J.19** Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, D.C. Official Code §7-1301.02 *et seq.*
- J.20** Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d *et seq.*
- J.21** Individuals with Disabilities Education Act , 20 U.S.C. § 1400 *et seq.*
- J.22** LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003.

**\*\*\*END OF SECTION J\*\*\***

**(Attachment J.11)**

**CHILD AND FAMILY SERVICES AGENCY**

**GLOSSARY OF TERMS**

**DEFINITIONS**

**OBJECTIVE / PURPOSE**

- A. The acronyms, terms, and definitions collected here represent commonly used terminology for the social services industry in general and Child and Family Services Agency (CFSA) in particular.
- B. It is the intent of CFSA to attain uniformity in the understanding and utilization of the verbal and written use of these terms by the various agency representatives, the contractor and client communities, as well as DC government officials and the general public.
- C. Terms defined here may be applicable to other District Government agencies. However, the primary application of these terms is as used in CFSA operations and the legal and medical organizations associated with its mission.

**GLOSSARY**

- A. Acronyms
  - CFSA – Child and Family Services Agency
  - DCMR – District of Columbia Municipal Regulations
  - DOB – Date of Birth
  - MEPA – Multiethnic Placement Act
  - RFP – Request for Proposal

- B. Definitions

Administrative Expenditures – Program costs expended for administrative purposes. Limitations are generally defined in the contractor’s agreement with CFSA.

Administrative Review – Periodic review for children in foster care and placement alternative services involving all parties in the case to determine the appropriateness of the placement and/or case plan. All children in foster care are to have an administrative review of case progress every 180 days.

Adoption Services – Services provided to facilitate the adoption of children. Services may include recruitment, licensing, home study, training, and retention of adoptive parents.

Advance Notice – A contractual or legal term signifying a written or verbal act between two or more parties that normally precedes a more formal notification.

Advocacy – The act or acts of supporting or recommending a cause, plan, or course of action for a particular program, individual, or group.

Aftercare – Support services and supervision provided to a child and/or family to facilitate a successful transition and ensure the permanency goal remains on track.

Assignment - To give or transfer responsibility to another. Contractor cannot ‘assign’ responsibility for its contractual obligations with CFSA to another entity.

Background Check – In addition to a search of the subjects criminal records in state, District’s, and Federal law enforcement agencies, a background check may include the search of driving records, former employer references, and character references check (also see “Criminal Records Check”).

Behavior management - The use of specialized interventions to guide, supervise, and redirect client behaviors.

Caregiver – Individual primarily responsible for providing care to a child or youth.

Case Law – Law established by the history of judicial decisions in cases.

Case management responsibility – refers to the duty of the case manager (social worker) for the case management, service delivery, permanency planning and case coordination for either a family, a child, or both. Appendix A describes details of child case management and family case management responsibilities.

Case plan - A written document that serves to guide the provision of services to ensure the safety, well-being, and successful attainment of the permanency goal for a family and/or to a specific child. The case plan, developed with members of the family and/or the child, clearly identifies goals and objectives to be achieved and spells out tasks to be performed by the worker, adult family members, child, other service providers, and informal supports.

Center for the Keys to Life – CFSA’s independent living program that supports the primary goal of alternative planned living for youth.

Changes – As applied to contracts, changes are modifications or amendments to CFSA solicitations or contract agreements. Changes of an administrative nature are exchanged between CFSA and the contractor and documented in the contract file. Substantive changes, such as changes to pricing, performance requirements, or terms and conditions normally require approval of both parties.

Child Abuse – Physical or mental injury of a non-accidental nature, sexual abuse or sexual exploitation or negligent treatment or maltreatment of a child caused or allowed by a person responsible for his or her welfare under circumstances which indicate that the child’s health or welfare is harmed or threatened with harm.

Child/Children - an individual under the age of 18 years. This term may be used interchangeably with youth.

Child Case Management Responsibility – The process through which the social worker assures that a child placed in foster care receives the services appropriate to facilitate permanency for the child. Services include foster care placements, coordination of medical services, family visits, educational placement, psychological and psychiatric treatment, day care services, homemaker/respite services, structured summer activities and the adherence to the Interstate Compact on the Placement of Children. Other services provided include treatment planning, support and

consultation to foster parents, contact with the child as required, support and consultation to the families of the child, community liaison and advocacy, and availability for crises.

Child-placement agency – a child-placement agency licensed under the laws of the District of Columbia

Client – A term often used to refer to the recipient or requestor of CFSA services.

Clinical Services - the provision of evaluation, assessment or treatment of children youth or families for behavioral, medical or mental health issues.

Clothing Allowance – For foster care cases, the child’s clothing allowance is included in the monthly foster care payment. An initial clothing allowance is available when children first enter foster care.

Collaborative – Any or all of the Healthy Families/Thriving Communities Collaboratives contracted with the Child and Family Service Agency.

Community Based Return Diversion Programs - Residential programs serving those youth aged 13 through 18 with mental health challenges and severe behavior conditions requiring a closely supervised, highly structured environment.

Community-Based Service Network – A collaborative working arrangement among community-based service providers.

Community-Based Services - Services and/or programs that are based in the neighborhoods and/or communities in which families, children and youth reside.

Community of Care – Services and/or programs based in the neighborhoods and/or communities in which a child and family reside.

Competency Based – Services or interventions that are focused on enhancing the strengths and competencies of families, youth or children in order to address the areas of concern, risk or safety.

Conflict of Interest – A conflict between the private interests and the official or professional responsibilities of a person in a position of trust.

Congregate Care - residential care provided to children or youth in a group setting that contains more than 6 persons who are not so related by blood, marriage, or adoption, and are living together as a single house-keeping unit, using certain rooms and housekeeping facilities in common.

Continuum of Care and Services (or Coordinated Care, or Integrated Services) – Care and services provided in a comprehensive manner (also commonly referred to as “wraparound services”).)

Contract Management – Includes activities that provide reasonable assurance that the provider agency/contractor complies with the terms, conditions, and other performance requirements of the contract; includes the monitoring and analysis of information to determine if performance is consistent with the contract provisions.

**Contractor** – An entity authorized to do business with CFSA and/or CFSA’s service providers. The term is interchangeably used with ‘vendor’, ‘supplier’, or ‘subcontractor’.

**Contractor Fraud** – The intentional misstatement(s) or the concealment(s) of facts or details by the contractor or authorized representative that creates a false impression. The following is a partial list of fraudulent conduct:

1. Knowingly providing false information regarding a contractor’s financial, medical, or functional status in order to be determined eligible for initiating or retaining services to CFSA.
2. Withholding or concealing information pertaining to the contractor’s financial, medical, or functional status which may cause the applicant to be ineligible to initiate or provide services to CFSA.
3. Knowingly receiving and billing for services from individuals or subcontractors/providers who do not have a proper license or who obtained a license under false pretenses.
4. Knowingly misrepresenting CFSA client counts and/or services provided to clients.
5. Knowingly falsifying CFSA client records, documents, reports, and/or invoices.

**Contractor’s Records** – Licenses, books, individual service plans and reviews, financial documents, supporting documents, statistical data, and other records pertaining to the services provided.

**Corrective Action** – Actions formally submitted by CFSA to service providers as a result of non-compliance and deficiencies in contractual requirements.

**Cost Reimbursement** – Money paid as reimbursement for allowable costs incurred in meeting the terms of a specific contract.

**Court Order** – A legally binding edict issued by a court of law. Issued by a magistrate, judge, or properly empowered administrative officer.

**Credentialing** – Process that assures services provided by individuals, facilities, and programs are safe, of acceptable quality, and that the costs of services are justified and reasonable. Included in the process are licensure, certification, or registration of the services provided by an individual and/or facility; and the inspection or survey of facilities.

**Criminal Clearance** – See Criminal Records Check

**Cultural Competence** - The degree to which an organization modifies or tailors its entire system of service delivery, including personnel selection, training and development, assessment, service planning and implementation, and program evaluation and consumer care monitoring to the ethnic, racial, cultural, religious, and national diversity in its service population.

**Cultural Responsiveness** – The concept that children and families are to be understood within the context of their own family rules, traditions, history, language, and culture.

**Daily Living Skills** – The skills necessary for day-to-day living and are necessary for successful day-to-day functioning, an area in which individuals who have been abused and/or neglected may often experience deficits.

District of Columbia Municipal Regulations (DCMR) – Regulations issued by the District of Columbia.

Deficiency - Generally applied to the provider's failure to comply with contractual requirements, deliverables, and/or other performance criteria of a contract.

Developmental Disability - A severe, chronic disability of a person five years of age or older that is attributable to a mental and/or physical impairment; manifested before age 22; likely to continue indefinitely; and results in substantial functional limitations in three or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic and self sufficiency

In addition, a developmental disability reflects the person's need for special, interdisciplinary or generic care, treatment, or other services on a life-long or extended basis. Examples of developmental disabilities include children and adults with a wide range of diagnoses, including mental retardation, cerebral palsy, autism, spinal cord injury, and severed head injury. Also known as "Special Needs".

Discharge - A voluntary or involuntary process describing the point when an organization no longer assumes responsibility for providing services to a particular individual, group, or family.

Discharge planning – Planning that takes place among pertinent individuals involved in the child's life prior to discharging the child from foster care placement.

Disposition – The court's decision directing a course of action in response to a dispute brought to its attention.

Disruption staffing – A CFSA meeting held among pertinent individuals involved in the child's life prior to a change in foster care placement.

Emergency placement – Placement of a child for no more than thirty (30) days in a temporary foster care setting while a more permanent setting is secured.

Evaluation – A systematic and organized review of gathered documentation, details, evidence, and other information to determine the validity, accuracy, standing, and merits and/or deficiencies of its content.

Facilitated Family Team Meetings – Scheduled meetings that include birth parents, resource (foster) families, pertinent professionals, and other significant individuals in planning for the safety, care and placement of the child. Trained staff facilitate these meetings to develop or amend the case plan in all cases of initial removal of a child from his/her home, as well as for any changes in placement of the child.

Family - One (1) or more persons related by blood, marriage, or adoption, or not more than six (6) persons who are not so related, including foster children, living together as a single house-

keeping unit, using certain rooms and housekeeping facilities in common; provided, that the term family shall include a religious community having not more than fifteen (15) members (19 DCR 281).

Family-Based Foster Care – Care provided in a family setting by foster parent(s) for children removed from biological parents.

Family Centered Practice – The provision of services that are flexible to the unique needs of families and are focused on strengthening/enhancing a family’s ability to provide a safe a nurturing home for children and youth.

Family Case Management Responsibility – The process through which the social worker assures that the family receives the services appropriate to facilitate reunification or stabilization. The social worker with family case management responsibility is responsible for coordinating services among or between the social workers with child case management for each of the children in a particular family. Specific services include, completing a comprehensive family assessment; developing and implementing a case plan; keeping accurate and up-to-date case records; providing crisis intervention services; counseling; referrals for professional evaluations and services; preparing court reports and appearing at all court hearings; attending all administrative reviews; coordinating home visits and family visits.

Family Intervention Program (FIP) – CFSA program that conducts family group conferences and provides services to families at the time of removal of children due to abuse or neglect.

Fictive kin – non, blood-related individuals that perform activities and hold relationships common to those of family members. These individuals are considered significant members of the child and family’s life.

Fiscal Monitoring – A basic review of contracts to determine whether or not purchased services were in fact provided in accordance with the defined scope.

Foster care – continuous 24-hour care and supportive services provided for a minor in the legal custody or guardianship of CFSA while the child needs substitute care.

Foster home – the residence at which a foster parent is licensed to provide care to a foster child pursuant to Title 29 DCMR Chapter 60.

Foster parent – an individual who is licensed to provide care in a foster home to a foster child pursuant to Title 29 DCMR Chapter 60.

Group counseling – Psychotherapy services provided to 4 or more individuals simultaneously.

Harassment – Unsolicited words or conduct, which tend to annoy, alarm, or abuse another person. A course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

He/his - “he/his” shall be considered gender neutral and serve to indicate both male and female children or youth in instances in which both he/his and she/her may not be indicated in the text.

Healthy Families/Thriving Communities Collaboratives – seven neighborhood-based support networks located throughout the District of Columbia contracted by CFSA to prevent child abuse and neglect, help families in need, and build a family support network through partnership of

residents, community leaders, service providers and other community stakeholders.

**Indemnification** - The act of protecting a person or entity from possible damage or liability or of compensating a person or entity for actual damage, loss, or hurt incurred.

**Independent Contractor** - An individual or entity who contracts to provide goods or services to CFSA and who provides those goods or services independent of CFSA, under the Contractor's own direction and control, and using the Contractor's own supplies, tools, and work-place.

**Independent Living Program** - A residential program that provides monitored residence in a main facility program or residential units serving adolescent and young adults aged 16 to 21 years. The program prepares the adolescent or young adult to live successfully, on his or her own, in the community. Residents may include teen parents and their children.

**Individual Habilitation Plan (IHP)** – A written plan that describes current functioning of an individual and goals for functioning one year from the date the plan is designed. Plan must outline a prescribed course of intervention to achieve goals based on a comprehensive evaluation of the individual.

**Individual Counseling** - Psychological and counseling services provided to an individual. The services usually are provided for a period of time on a scheduled basis for approximately 45-60 minutes at a time.

**Individualized Education Plan (IEP)** - A written plan for a student in special education describing the student's present levels of performance, annual goals including short-term objectives, specific special education and related services, dates for beginning and duration of services, and how the IEP will be evaluated.

**Individual Service Plan (ISP)** – A document that sets forth a facility's plan for the resident's health, safety, welfare, and general well-being. The ISP includes the individualized treatment plan, as provided in section 7 of the Act (D.C. Code § 3-806). Term is synonymous with case plan.

**Individual Transitional Independent Living Plan (ITILP)** – A written plan to be developed within 30 days of a resident's admission that states goals to be achieved by the individual and other elements (outlined in 29 DCMR Chapter 63). An evaluation of the youth's physical, mental, emotional, academic, social, familial, recreational, and life skills needs and strengths relative to the resident's age, level of development, cultural background, and impairments shall be taken into consideration. Assessments and their recommendations and outcomes shall be included. The plan shall be developed by the planning team consistent with the CFSA's written case plan for the individual and take into account the outcomes of the initial ITILP.

**Initial Individual Transitional Independent Living Plan** – A written plan that must be developed within five days before and five days after a resident's admission that is consistent with the current case plan and includes the elements outlined for an Individual Transitional Independent Living Plan (ITILP).

**Ineligible** - The determination through law, regulations, or prescribed guidelines or criteria that requirements have not been sufficiently met that warrant further consideration.

**Integrated Services** - Behavioral, medical and/or mental health services that are coordinated, and integrate various child-serving agencies and systems to collaboratively provide special education,

child welfare, health, and increasingly, juvenile justice services to meet the multiple needs of children, youth, and their families.

**Intervention** – The process whereby CFSA professionals and/or service providers intercede on behalf of their client(s) with actions that will decrease risk, provide for the safety, promote permanence, and establish well-being. Intervention may range from finding housing to changing a parent’s pattern of thinking about their child.

**Invoice** – Term applied to official financial document itemizing charges for products delivered or services rendered.

**Judgment** – The official decision or finding to an action made by a judge or administrative agency hearing officer upon the respective rights and claims of the parties.

**Jurisdiction** – The legal authority which a court or administrative agency has over particular persons and over certain types of cases, usually in a defined geographical area.

**Least Restrictive Environment** - Placement, residence, or location of treatment for consumers in situations that most closely meet their special needs in an environment that most closely approximates that of a person without the disability or condition.

**Level of Care** – The level of foster care required by a child’s specific needs that will be associated with a level of payment.

**Level III “Handicap”** - A medical condition that includes substantial physical impairments. These impairments may include, but are not limited to, eye disorders resulting in complex conditions such as blindness; hearing impairments; paralysis that commits the individual to a wheelchair or other device that assists ambulating. A child or youth with Level III handicap is typically identified to have significant impairments, but does not require skilled nursing to assist in ongoing care.

**Level IV “Multi-handicap”** - A diagnosable, enduring, life-threatening condition. These conditions may include, but are not limited to, HIV/AIDS, respiratory disease, blood conditions such as sickle cell anemia, end stage failure of a major organ system, diabetes, congenital anomalies, cystic fibrosis, heart conditions, multiple sclerosis and cancer. Such multi-handicapped conditions also include dependence on mechanical ventilation for at least part of the day, and devices that compensate for vital body functions. Skilled nursing is required to assist in ongoing care.

**License** – Permission granted to an applicant by CFSA to operate a foster home as a foster parent under this chapter of the DCMR.

**Life Skills** – See daily living skills

**Medically Fragile** - Children with significantly debilitating medical conditions that impair daily functioning and require close medical supervision.

**Mental Retardation** - As clinically diagnosed, significantly sub-average general cognitive and motor functioning existing concurrently with deficits in adaptive behavior manifested during the developmental period that adversely affect socialization and learning. (AFCARS, CFR 45 § 1355 Apps. A and B).

Mentoring – Guidance, direction, and advice, applied in a trusting relationship, between trained mentors and wards of CFSA.

Multi-agency Planning Team (MAPT) – Multi-agency body designed to provide a forum to address the immediate service needs of multi-problem, multi-agency children and families who are at risk for out-of-home placement.

Negligence – Failing to exercise the degree of care a reasonable person in similar circumstances would exercise to protect others from a foreseeable and unreasonable risk of harm. The failure to act, as a reasonable person would be expected to act in similar circumstances (*i.e.* “negligence”) may give rise to liability for monetary or other damages. A more serious type of negligence is gross negligence. Gross negligence is conduct that indicates a reckless disregard for the safety or property of others.

Objective – Something worked toward; something one is trying to achieve or accomplish. Measurable objectives are typically time limited, observable, and have clear criteria for success.

Options to Extend – For the purposes of contracting and purchasing, an option or options to extend are terms contained within the contract that establish provisions for CFSA to exercise extensions to the performance of the contract without further discussions or amendments, except to the period of performance.

Permanency - The provision of a permanent living arrangement for a child based on AFSA requirements. Also the process by which a child in CFSA foster care, and his family, benefits from case planning, periodic reviews, and other procedural safeguards to ensure that the child enters care only when necessary and appropriately placed, and is returned home or to a permanent living situation in a timely fashion.

Physically Challenged - Impaired by physical disability preventing the individual from a full range of physical ability, and specialized care is required to enable completion of daily activities. Physical challenges shall be characterized as Level III handicap for purposes of financial rate reimbursement and specialized care requirements.

Practices – Generally accepted standards, processes, or procedures that provide for consistent and uniform operations.

Prevention - The creation of conditions, opportunities, and experiences that encourage and develop healthy, self-sufficient people.

Protection – Ensuring children are free from maltreatment by their parent(s) and/or caregiver(s).

Provider – An individual or organization that receives funds from CFSA for services provided to clients of CFSA through a program developed by CFSA.

Respite care – Short-term care provided by approved respite care providers or other licensed foster parents for the express purpose of relieving or providing rest to the primary foster parents or the child.

Reunification – The positive conclusion of providing care and guidance to CFSA clients whereby they are reunited with their permanent living situation, family, or guardian.

Safety - Protection from or absence of imminent danger, harm, or injury.

Scope of Work – A detailed account of what the Contractor is required and/or has agreed to do in return for payment under the contract.

Service Provider – See Provider

Service integration – See Integrated Services

Service Termination – Voluntary or involuntarily ordered cessation of contractually delivered services.

Show Cause – A formal and written document submitted by the Contracting Officer to a CFSA contractor or service provider that addresses the prompt remedy of documented deficiencies in contract performance and/or deliverables.

Slots – Otherwise interchangeable with capacity or number of individuals that are able to have contracted services provided for.

Solicitation – As applied to contracting and procurement, a solicitation represents a formal offer to perform or deliver services or products to CFSA.

Specialized care - Care that is tailored to meet the needs of children and youth with conditions of medical fragility, physical challenges, mental retardation, and/or developmental disability via assistive technology, occupational or physical therapy, staffing patterns and credentials, or any other services that increase, maintain, or improve their functional capabilities.

Specialized Family-Based Foster Care – Foster care provided in a family setting to those children with specialized needs.

Specialized needs - Characteristics of an individual that require specialized care and attention due to severe mental and/or behavioral conditions and/or multiple physical disabilities.

Specialized Teen Parent Family-Based Foster Care – Foster care provided in a family setting to pregnant teens and teen parents with specialized needs and their children.

Special services - Specific, time-limited services based on a child's specific special needs.

Subpoena – A process issued by a court compelling a witness to appear at a judicial proceeding. Sometimes the process will also direct the witness to bring documentary evidence to the court.

Summons – A notice to a defendant that an action against him or her has been commenced in the court issuing the summons and that a judgment will be taken against him or her if the complaint is not answered within a certain time.

Supervised Visitation – Visitation among family members that are arranged and supervised by a social worker or caregiver.

Suspension of Services – A temporary reduction or stoppage of contracted services provided to CFSA and/or its clients.

Target Population – Signifies a particular program’s population to be served by that program’s services. Established definitions or profiles of each type client requirement determine the content of the target population.

Teen Parents – Youth between the ages of 13 and 21 who are caring for their own children.

Traditional Family-Based Foster Care – Foster care provided in a family setting to children presenting no mental or behavioral conditions and/or physical disabilities, or those in the mild to moderate range.

Traditional Teen Parent Family-Based Foster Care – Foster care provided in a family setting to pregnant teens and teen parents and their children presenting no mental and/or behavioral conditions and/or physical disabilities, or those in the mild to moderate range.

Termination – See Service Termination

Therapy – Recurring treatment of a disorder that is remedial or rehabilitative in nature. A service generally procured from approved CFSA sources.

Transportation – When offered or specified as a service provider requirement, transportation means private vehicle conveyance, delivered in a safe and orderly manner by an authorized and licensed operator.

Treatment – The provision of services and intervention techniques to alleviate or address behavioral, medical or psychological problems

Tutoring – Contracted instructions or schooling provided to wards of CFSA as part of the core services available from agency contractors or specifically ordered for an individual.

Unit of Service – A payment arrangement wherein the Contractor is paid a set rate for each unit of service it provides CFSA clients. The rate the Contractor is paid is either the maximum allowable rate established by the organization for the type service being provided or a lower, negotiated rate agreed upon by the parties.

Vendor – See Contractor

Visitation - The arrangement for children and youth to visit with relatives, parents and siblings.

Ward – A ward is defined as a legally transferred by court ordered to the care of a guardian generally specified as CFSA.

Well Being - The healthy physical, emotional, intellectual, and spiritual development and existence of a human being.

Youth - A youth is an individual aged 13 to 21 years old. In some instances, this term may be used generally to refer to children and youth of all ages.

**PART IV– REPRESENTATIONS AND INSTRUCTIONS****SECTION K****REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****TABLE OF CONTENTS**

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**SECTION K:**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990):**

**K.1.1** Definitions. As used in this provision:

**K.1.1.1** **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.1.1.2** **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**K.1.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.1.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.1.1.5** **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

**K.1.1.6** **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

**K.1.2** By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

**K.1.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- K.1.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4** Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.1.2.6** Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.
- K.1.3** By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

**K.1.4** Failure of the Offeror to provide the certification required by paragraphs K.1.2 through K.1.3 of this provision, renders the Offeror unqualified and ineligible for award.

**K.1.5** In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
Authorized Contractor Personnel (Print Name) Title

\_\_\_\_\_  
Signature of Authorized Contractor Personnel Date

**K.2 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

**K.3 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.4 TYPE OF BUSINESS ORGANIZATION**

**K.4.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

\_\_\_\_\_ an individual

\_\_\_\_\_ a joint venture, or

\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_  
(Country)

## **K.5 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **K.6 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

The Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_